

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA07/15

TITLE: **Family Planning NSW Medical Officers' Enterprise Agreement 2007**

I.R.C. NO: IRC7/1286

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VARIATION:** Replaces EA05/146.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Medical Officers employed by Family Planning NSW, located at 328-336 Liverpool Road, Ashfield NSW 2131,

PARTIES: Family Planning New South Wales Ltd -&- the Australian Salaried Medical Officers' Federation (New South Wales)

FAMILY PLANNING NSW MEDICAL OFFICERS' ENTERPRISE AGREEMENT 2007

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1. TITLE OF AGREEMENT

The agreement shall be known as the Family Planning NSW Medical Officers' Enterprise Agreement 2007.

2. AREA, INCIDENCE AND DURATION

- (i) This Agreement shall apply to all medical officers employed by Family Planning NSW.
- (ii) This Agreement rescinds and replaces the FPNSW Medical Officers Enterprise Agreement 2005, provided that no right, obligation or liability accrued or incurred thereunder shall be affected.
- (iii) This Agreement shall take effect from the date of registration and remain in force for a period of three (3) years.
- (iv) The parties will recommence negotiations for a new Agreement no later than nine (9) months prior to the nominal expiry date.

3. PARTIES TO THE AGREEMENT

The parties to this agreement are:

Family Planning NSW ("FPNSW") and the Australian Salaried Medical Officers' Federation (New South Wales) ("the Federation")

The parties to this agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

4. CONTRACT OF EMPLOYMENT

- (i) All medical officers will be employed either on a full time, part time, casual or fixed term basis.
- (ii) Upon employment, FPNSW will provide to the medical officer a contract of appointment, which stipulates:
 - (a) that the terms and conditions of employment prescribed by this Agreement will form part of the medical officer's contract of employment, to the extent permitted by law;
 - (b) the type of employment;
 - (c) the classification level and salary on commencement of employment;
 - (d) the hours to be worked;
 - (e) a three (3) month probationary period;
 - (f) for a fixed-term appointment, the duration of the period; and
 - (g) a position description outlining the roles and responsibilities of the position.
- (iii) **Full time medical officer**
 - (a) The ordinary hours of work will be 38 hours per week, or 8 hours per day (exclusive of meal breaks), over a 19 day month, in order to accrue an Allocated Day Off ("ADO") on the 20th day.
 - (b) In respect of the Allocated Day Off:
 - (i) neither annual nor long service leave days count towards the accrual of an ADO;
 - (ii) the time of taking the ADO shall be determined by mutual agreement of the medical officer and FPNSW, having regard to the service requirements of FPNSW;
 - (iii) ADOs may be accrued up to a total of five (5) days, subject to the service requirements of FPNSW; and
 - (iv) where practicable, an ADO can be taken adjoining a medical officer's normal day(s) off.
- (iv) **Part time medical officer**
 - (a) A part time medical officer will be engaged to work a regular number of hours per week, but not less than 3.5 hours in any one day, except where by mutual agreement a minimum of one hour per day 'to attend a meeting'.
 - (b) A part time medical officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate and shall receive the conditions of employment set out in this Agreement on a pro rata basis.

(v) **Casual medical officer**

- (a) A casual medical officer is engaged intermittently for work of an unexpected or casual nature.
- (b) A casual medical officer shall be engaged for a minimum period of two consecutive hours for each period of engagement. Casual engagements will not normally extend beyond 4 weeks, after which time alternative employment options (e.g. fixed term or permanent employment) may be considered.
- (c) A casual medical officer will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 8, Salaries of this Agreement plus twenty percent (20%).
- (d) With respect to casual medical officers, the provisions of clause 13 Voluntary salary sacrifice and packaging of remuneration, clause 20 Annual leave, clause 21 Sick leave, clause 24 Community leave, clause 28 Leave without pay, clause 29 Learning and development and clause 32 Redundancy, shall not apply.

(vi) **Fixed-term or temporary medical officer**

- (a) A fixed-term or temporary medical officer may be engaged for a fixed or defined period of time and/or to undertake a specific task or project.
- (b) A fixed term or temporary medical officer may be engaged as a full time or part time employee and shall be paid and receive the conditions of employment set out in this Agreement on that basis.

5 PROBATIONARY EMPLOYMENT

- (a) A probationary period at the commencement of an employment relationship can help a medical officer develop skills needed for the specific position. It also allows FPNSW to assess the medical officer's potential performance. The probationary period will be the first three (3) months of employment excluding any period of leave during the probation period.
- (b) During the probationary period, the medical officer's performance and suitability for the position will be assessed and a decision will be made with respect to the medical officer's ongoing employment. During the three (3) month probationary period the medical officer's services may be terminated with two weeks' notice or payment of two weeks' salary in lieu of notice.

6 LABOUR FLEXIBILITY

By giving one month's notice to a medical officer who works in a specific area, FPNSW may require that medical officer to work in any area within the organisation commensurate with their skill level.

CLASSIFICATIONS, SALARIES AND ALLOWANCES

7 CLASSIFICATIONS

- (i) Medical officers will be appointed to an appropriate level of the FPNSW medical officers' classification scale dependent on the requirements and grading of the position.
- (ii) Progression to another level of the FPNSW medical officers' classification scale will be dependent on the grading of the position and/or the medical officer meeting the requirements of the level.
- (iii) All medical officers covered by this Agreement will be classified within the four classification levels as follows:

LEVEL ONE

Limited experience in the field of reproductive and sexual health, holds a SH&FPA Certificate in Reproductive and Sexual Health or equivalent and has experience working in a multidisciplinary team environment.

The medical officer can manage clinical consultations independently within a clinical setting but requires a level of support from other higher level medical officers.

The medical officer will be required to advise and support FPNSW nurses in their clinical practice. In addition they will be required to participate in organisational processes, including quality activities, accreditation processes, clinical audits, staff development, and business planning.

The medical officer may be required to participate in appropriate health promotion activities and research as directed.

LEVEL TWO

Experience in the field of reproductive and sexual health, holds a SH&FPA Certificate in Reproductive and Sexual Health or equivalent and has experience working in a multidisciplinary team environment.

The medical officer can manage clinical consultations independently within a clinical setting.

The medical officer will be required to advise and support FPNSW nurses in their clinical practice. In addition they will be required to participate in organisational processes, including quality activities, accreditation processes, clinical audits, staff development, and business planning.

The medical officer may be required to participate in health promotion activities and research projects as directed.

LEVEL THREE

High level of experience in the field of reproductive and sexual health, holds a SH&FPA Certificate in Reproductive and Sexual Health or equivalent and has experience working in a multidisciplinary team environment.

The medical officer can manage complex clinical consultations independently within a clinical setting. The medical officer will have completed a clinical instructor's course or be assessed as competent to supervise medical and other trainees.

The medical officer will be required to advise and support FPNSW nurses in their clinical practice. In addition they will be responsible for assisting in the development and implementation of organisational processes, including quality activities, accreditation processes, clinical audits, staff development, and business planning.

The medical officer may be required to have a significant involvement in education and training, professional education internally and external to FPNSW and may be responsible for managing health promotion, research and/or clinical projects.

LEVEL FOUR

The medical officer will be a designated medical coordinator and have a high level of experience in the field of reproductive and sexual health, hold a SH&FPA Certificate in Reproductive and Sexual Health or equivalent and have experience working in a multidisciplinary team environment.

The medical officer manages complex clinical consultations independently within a clinical setting as well as supervises medical and other trainees.

The medical officer will be required to advise and support FPNSW nurses in their clinical practice.

The medical officer will have additional management responsibility, which includes supervision of medical officers (clinical supervision, overall performance management, recruitment and selection, occupational health, safety and rehabilitation as well as the implementation of FPNSW policies and procedures).

The medical officer may be required to initiate, develop and manage health promotion, research and/or clinical projects, professional education activities, education and training (internal and external), external professional and community liaison, accreditation processes, implementation of clinical protocols, service unit business planning activities and quality activities.

8 SALARIES

The minimum rates of pay shall be as provided for in Table 1 of Schedule A from the commencement of the first full pay period on or after the dates set out therein.

9 PAYMENT OF SALARY

Wages shall be paid fortnightly. All medical officers will be paid by electronic funds transfer (EFT). A pay slip stating gross wage, deductions and the net amount payable shall be issued. When a short fall occurs, payment will be made to the medical officer by EFT.

10 HIGHER QUALIFICATIONS ALLOWANCE

A medical officer who has obtained a higher medical qualification or post graduate degree relevant to practice as a FPNSW medical officer will be paid an allowance as set out in Table 2 of Schedule A (pro rata for part-time medical officers). Higher qualifications include, but are not limited to, the following:

- Master of Reproductive Medicine
- Master of Medicine-with relevance to the field of family planning
- Master of Public Health
- Master of Health Education
- Master of Sexual Health
- Fellowship of the Australasian College of Sexual Health Physicians

11 LECTURING ALLOWANCE

Training is FPNSW's core business and lecturing is part of the training function. In recognition of the expert clinical theory and practice associated with the lecturing role, an allowance will be paid in accordance with this clause.

- (i) For the purposes of this clause, the following definitions apply:
 - (a) Lecturing means the time spent by the medical officer addressing a group audience of clinical/professional course participants, face-to-face, in a classroom environment, for the purpose of instruction. Lecturing does not include preparation, travel, one-on-one or clinical instruction time, or any time other than that defined herein. Provided that where time is spent by a medical officer on a course where someone else is lecturing, payment of the allowance will be determined on a case-by-case basis by the medical director. Co-presenting and active participation will be considered in such decisions.
 - (b) Prescribed course means a prescribed series of lectures in a clinical/professional curriculum which has been approved by the medical director for payment of the allowance. At the time of making this Agreement, the prescribed course is the SH&FPA Certificate in Reproductive and Sexual Health. Additional courses may be approved during the term of this Agreement.
 - (c) Prescribed person means a medical officer or medical coordinator who is required to have completed the SH&FPA Certificate in Reproductive and Sexual Health and who has demonstrable expertise in training/education in clinical theory and practice.
- (ii) In addition to the normal hourly rate, an allowance as set in Table 3 of Schedule A will be paid to a prescribed person for lecturing on a prescribed course.
- (iii) The allowance set out in paragraph (ii) hereof will be paid for work performed both within and outside normal working hours.
- (iv) Prescribed persons will be encouraged to undertake preparation and travelling associated with lecturing during their normal working hours. In all other cases, preparation and/or travelling will be compensated in accordance with this Agreement (clause 16 Overtime and clause 19 Official travel).
- (v) Within six months of the commencement of this Agreement, the parties will review the lecturing arrangements to ensure that they operate in an equitable and transparent manner.

12 HIGHER DUTIES

- (i) A medical officer who temporarily acts in a position which is classified at a higher level than their own position, for five (5) consecutive working days or equivalent one working week,

will be paid a higher duties allowance for the entire acting period. Payment will be equal to the difference between the minimum salary of the higher classified position and their own position.

- (ii) A medical officer will be entitled to be paid a full higher duties allowance unless it is specified at the time that they have only been appointed to perform part of the duties of the higher classified position, in which case a lesser amount will be paid.

13 VOLUNTARY SALARY SACRIFICE & PACKAGING OF REMUNERATION

- (i) Medical officers are advised to seek independent financial advice and counselling prior to undertaking any salary sacrifice or salary packaging arrangements with FPNSW.
- (ii) The parties agree that medical officers may elect to salary package up to the maximum fringe benefits tax exemption cap applicable to FPNSW at the time (\$16,050 per annum on the commencement date of this agreement). The salary packaging arrangement will be in accordance with FPNSW 'Salary Packaging' procedures.
- (iii) The benefits of the clause will be available for both full time and part time medical officers, excluding casual medical officers.
- (iv) Medical officers may elect to sacrifice their salary for laptops in accordance with FPNSW procedures.
- (v) Medical officers may elect to sacrifice their salary for superannuation by way of making pre-tax personal contributions to their nominated superannuation fund on a fortnightly basis.
- (vi) In the unlikely event that FPNSW ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and the individual medical officer's salary will revert to that specified in Table 1 of Schedule A.

14 PROFESSIONAL INDEMNITY INSURANCE

Family Planning NSW will respond to professional liability claims made against any medical officer in his or her capacity as a medical officer for work performed on behalf of Family Planning NSW, to the limit of liability available under FPNSW' Malpractice Insurance policy (up to \$10 million). This agreement forms part of the medical officer's employment contract with FPNSW.

15 HOURS OF WORK

Subject to the requirements of FPNSW, hours of work will be within the span of hours 8.00am-9.00pm Monday to Friday.

16. OVERTIME

- (i) All time worked in excess of the ordinary hours must be authorised by a manager prior to the time the work is carried out.
- (ii) Overtime will be paid at the rate of time and one half for the first two hours in each day and double time thereafter. These provisions will apply to any time worked in excess of 38 hours in any one week, or 10 hours in one day.
- (iii) All work performed by full time or part time medical officers on Saturday will be paid at the rate of time and one-half and Sunday paid at the rate of double time.

17. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

- (i) A medical officer who works a minimum of one (1) hour approved overtime may elect and cannot be compelled to take paid time off work in lieu of payment for such overtime. Such election must be made in writing by the end of the pay period in which it is accrued. Time in lieu will accrue and be paid at the medical officer's ordinary hourly rate, and not at overtime rates. Time in lieu accrued hereunder must be taken within six (6) pay periods after the expiry of the pay period in which the entitlement was accrued, failing which such leave shall be forfeited.
- (ii) The maximum time in lieu time that can be accrued shall be equivalent to the hours worked

- for one week.
- (iii) The maximum time in lieu that may be added to annual leave shall be one week. Such time in lieu shall not attract annual leave loading.

18. MEAL AND REST BREAKS

A medical officer, during each ordinary shift (i.e. each eight hour rostered ordinary shift) shall have:

- (i) One interval of fifteen minutes (in addition to a meal break) for light refreshments. Such interval shall count as working time and shall be paid as such.
- (ii) Each medical officer shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty. Such meal breaks shall be unpaid.

19. OFFICIAL TRAVEL

- (i) All travel between work locations on official business will where possible be conducted during ordinary time.
- (ii) All authorised business travel undertaken outside the medical officer's normal working hours, including but not limited to travel associated with approved staff development activities, a requirement to travel from home to a regional work location and/or travel associated with lecturing, will be considered overtime.
- (iii) Medical officers who undertake authorised business travel will be eligible for compensation in accordance with FPNSW policy and procedures, including reimbursement for authorised use of their own vehicle where that vehicle is comprehensively insured, and a living allowance payable on a per diem basis.

LEAVE

20. ANNUAL LEAVE

- (i) Annual leave will apply in accordance with the NSW *Annual Holidays Act 1944*. The purpose of annual leave is to provide a period of paid leave during which medical officers can have a sustained break from work. FPNSW encourages its medical officers to take their annual leave within the year it falls due.
- (ii) **Eligibility**
All medical officers (except casual medical officers) are eligible for annual leave.
- (iii) **Entitlement**
- (a) All full-time medical officers are entitled to paid annual leave at the rate of 20 working days per annum. Service excludes periods of leave without pay.
- (b) Part time medical officers are entitled to pro-rata accrual of the full-time rate.
- (c) Annual leave will accrue to a maximum of two years' entitlement only, after which time the medical officer can be required by FPNSW to take the leave.
- (iv) **Leave loading**

A medical officer will be paid an annual leave loading calculated at 17.5% of gross wages at the time the annual leave is taken, for the period of the leave taken.

21. SICK LEAVE

- (i) **Eligibility**
All medical officers (except casual medical officers) are eligible for sick leave.

(ii) **Entitlement**

- (a) A full-time medical officer is entitled to ten (10) days in the first and each subsequent year of employment on account of personal ill health, or injury. A medical officer shall be entitled to accrue unlimited days' sick leave.
- (b) FPNSW requires a medical certificate from a registered medical practitioner or statutory declaration made by the medical officer for all periods of sick leave. FPNSW may dispense with this requirement where the absence is less than three (3) consecutive days. If FPNSW intends to request a medical certificate or statutory declaration for periods of sick leave of less than three consecutive days, then FPNSW will advise the medical officer in advance.
- (c) If a medical officer produces a medical certificate or statutory declaration stating that he or she has been sick during an absence on annual leave, FPNSW will re credit the medical officer with an equivalent period of annual leave and debit their sick leave entitlement.

22. PERSONAL CARER'S LEAVE

(i) Use of Sick Leave

- (a) A medical officer, other than a casual medical officer, with responsibilities in relation to a class of person set out in subclause (i)(c) who needs the medical officer's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 21, Sick leave, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes FPNSW and the medical officer shall discuss appropriate arrangements which, as far as practicable, take account of FPNSW's and the medical officer's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 33, Issues resolution, should be followed.

- (b) (i) The medical officer shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to FPNSW or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the medical officer.

In normal circumstances, a medical officer must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the medical officer being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the medical officer; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the medical officer or spouse or de facto spouse of the medical officer; or
 - (d) a same sex partner who lives with the medical officer as the de facto partner of that medical officer on a bona fide domestic basis; or
 - (e) a relative of the medical officer who is a member of the same household

where, for the purposes of this subparagraph:

- (i) "relative" means a person related by blood, marriage or affinity;
- (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) "household" means a family group living in the same domestic dwelling.

(d) A medical officer shall, wherever practicable, give FPNSW notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the medical officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the medical officer to give prior notice of absence, the medical officer shall notify FPNSW by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purposes

A medical officer may elect, with the consent of FPNSW, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (i)(c) above who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave

- (a) A medical officer may elect, with the consent of FPNSW to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties for the purpose of providing care and support to a class of person set out in subclause (i)(c) above who is ill or who requires care due to an unexpected emergency.
- (b) A medical officer and FPNSW may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(iv) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause, and despite the provisions of clause 16, Overtime, and clause 17, Time Off in Lieu of Payment for Overtime, the following provisions shall apply.
- (b) A medical officer may elect, with the consent of FPNSW, to take time off in lieu of payment for overtime at a time or times agreed with FPNSW within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period.

(v) Make-up Time

A medical officer may elect, with the consent of FPNSW, to work "make-up time", under which the medical officer takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.

(vi) Allocated Days Off

- (a) A full-time medical officer may elect, with the consent of FPNSW, to take an Allocated Day Off at any time as one day or in part-day amounts.
- (b) A medical officer may elect, with the consent of FPNSW, to accrue some or all ADO's for the purpose of creating a bank to be drawn upon at a time mutually agreed between FPNSW and medical officer.

- (vii) Personal Carer's leave for casual medical officers
 - (a) Subject to the evidentiary and notice requirements in (i)(b), casual medical officers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i)(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (b) FPNSW and the medical officer shall agree on the period for which the medical officer will be entitled to not be available to attend work. In the absence of agreement, the medical officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual medical officer is not entitled to any payment for the period of non-attendance.
 - (c) FPNSW must not fail to re-engage a casual medical officer because the medical officer accessed the entitlements provided for in this clause. The rights of FPNSW to engage or not to engage a casual medical officer are otherwise not affected.

23 COMPASSIONATE LEAVE

- (i) **Eligibility**

All medical officers (except casual medical officers) are eligible for paid compassionate leave.
- (ii) **Entitlement**
 - (a) At the discretion of the CEO a full time medical officer may be granted compassionate leave on full pay up to two (2) days per occasion for compassionate reasons, which shall include but not be limited to:
 - (i) death in the medical officer's family or household
 - (ii) prevention from reporting for duty due to fire, flood etc.
 - (b) Part time medical officers may be granted compassionate leave on full pay up to one (1) day per occasion, or on a pro rata basis, whichever is greater.
 - (c) The medical officer must notify FPNSW as soon as practicable of the intention to take bereavement leave. At FPNSW's request, the medical officer will provide satisfactory proof of death.
- (iii) **Bereavement leave for casual medical officers**
 - (a) Subject to the evidentiary and notice requirements above casual medical officers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (i)(c) of clause 22, Personal Carer's leave
 - (b) FPNSW and the medical officer shall agree on the period for which the medical officer will be entitled to not be available to attend work. In the absence of agreement, the medical officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual medical officer is not entitled to any payment for the period of non-attendance
 - (c) FPNSW must not fail to re-engage a casual medical officer because the medical officer accessed the entitlements provided for in this clause. The rights of FPNSW to engage or not engage a casual medical officer are otherwise not affected.

24 COMMUNITY LEAVE

Community leave may be granted to medical officers to enable them to perform a service to the community.

- (i) **Eligibility**

All medical officers (except casual medical officers) may be eligible for community leave.
- (ii) **Entitlement**

This applies only to activities which are not regarded as duty and which are not covered by other forms of leave. The length of the period of leave granted will vary depending upon circumstances. However, the leave is to be limited to the minimum time necessary in each circumstance.

- (iii) **Jury Service**
Paid leave is available for the duration of the service and/or period as a witness.
- (iv) **Military Leave**
Two weeks paid leave followed by further leave as required dependent upon written documentation from the military. A certificate of attendance at the training camp or school must be submitted on return to normal duties.
- (v) **Blood Donation**
Paid leave is available for medical officers who wish to donate blood.
- (vi) **Volunteer Emergency Services**
Paid leave is available for the period in which services are required. The employee concerned must be a member of the voluntary emergency service and provide a certificate of attendance.
- (vii) **Observance of Religious/Cultural days**
FPNSW has commitment to valuing the culturally diverse nature of our workforce, particularly in regard to accommodating cultural and religious beliefs. Medical officers who wish to participate in cultural or religious ceremonies may either apply for paid annual leave or leave without pay.
- (viii) **Application**
Medical officers must provide evidence of necessity to attend community activities, expected dates and any payments received for jury service must be paid to FPNSW.

25 PUBLIC HOLIDAYS

- (i) A medical officer normally rostered to work will be entitled to holidays on the following days without deduction of pay:
 - (a) New Year's Day
 - (b) Australia Day
 - (c) Good Friday
 - (d) Easter Saturday
 - (e) Easter Monday
 - (f) Anzac Day
 - (g) Queen's Birthday
 - (h) Labour Day
 - (i) Christmas Day
 - (j) Boxing Day
- (ii) or any such holiday proclaimed in lieu thereof, together with any other day duly proclaimed and observed as a public holiday.
- (iii) An additional day's holiday will be taken in each twelve months of employment on New Year's Eve, or if such day falls on a weekend, the last working day immediately prior to that day. This additional day's holiday will be the Annual Picnic Day.
- (iv) When a public holiday is observed on a medical officer's working day, during a period of annual leave or sick leave, the medical officer will be granted an additional day's leave, without loss of pay.

26 LONG SERVICE LEAVE

- (i) **Eligibility**
All medical officers are eligible for long service leave on the basis of length of service in accordance with the NSW *Long Service Leave Act 1955*.
- (ii) **Entitlement**
 - (a) Full-time medical officers are entitled to two (2) calendar months on the completion of ten years' service. Part time medical officers are entitled to pro-rata accrual of the full time rate.

- (b) Periods of leave without pay (except sick leave without pay, which, when aggregated, does not exceed six months) are not counted as service for the purpose of long service leave.
- (c) Existing medical officers employed as at the commencement date of this Agreement will, after the initial ten years' service, accrue long service leave at the rate of two (2) weeks for each completed year of service and pro-rata for less than a completed year of service.
- (d) For medical officers who commence employment after the commencement of this Agreement, long service leave will accrue and be payable according to the *NSW Long Service Leave Act 1955*.
- (e) Where a medical officer has completed at least five (5) years service, and their services are terminated by FPNSW for any reason other than serious and wilful misconduct, or by the medical officer on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the medical officer, the medical officer will be paid a proportionate amount on the basis of two (2) calendar months for ten years' service.

27 PARENTAL LEAVE

Parental leave enables parents employed by FPNSW to care for their child (biological or adopted) during the first year of the child's life, or the first year of the placement of the child. Parental leave incorporates maternity, adoption and partner's leave.

(i) Eligibility

All medical officers are eligible for parental leave if they have completed 40 weeks' continuous service.

- (a) A fixed-term or temporary medical officer will only be granted paid and/or unpaid parental leave if the period of leave falls within the time span of their contract of employment. If this medical officer is subsequently offered another contract, he or she may extend the date for return from leave.
- (b) Casual medical officers are entitled to unpaid parental leave in accordance with the *Industrial Relations Act 1996 (NSW)*.
- (c) To be eligible for partner's leave (except for one week at the time of birth or taking custody of the child) the medical officer must assume the primary role of caring for the child. For the purposes of this clause, "partner" includes same sex partners.
- (d) Unless there is a break in service, the 40 weeks continuous service requirement need only be met once to qualify for subsequent grants of parental leave.

(ii) Paid entitlement (maternity and adoption leave)

- (a) A female medical officer is entitled to fourteen (14) weeks paid leave on full pay.
- (b) At a medical officer's election this may be paid on a normal fortnightly basis or at the rate of half pay over twenty eight (28) weeks.
- (c) A medical officer who is adopting a child and is to be the primary care giver of the child is entitled to fourteen (14) weeks paid leave on full pay.
- (d) At a medical officer's election this may be paid on a normal fortnightly basis or at the rate of half pay over twenty eight (28) weeks.

(iii) Unpaid entitlement (maternity and adoption leave)

- (a) A female medical officer is entitled to a grant of up to fifty-two (52) weeks unpaid maternity leave from the date of birth of the child. Any such maternity leave must not extend beyond the child's first birthday.
- (b) A medical officer who is adopting a child and is to be the primary care giver of the child is entitled to a grant of up to fifty-two (52) weeks unpaid adoption leave from the date of taking custody. Any such adoption leave must not extend beyond a period of 52 weeks from the placement of the child.

(iv) Partner's leave

On the birth of a child of their partner or on taking custody of a child, a medical officer is entitled to up to five (5) days paid leave beginning on the child's date of birth or on assuming custody of the

child. Maximum of fifty-two (52) weeks unpaid leave from the date of birth or placement of the child.

(v) **Right of return to classification**

A medical officer has a right to return to a position of an equivalent salary and/or classification for which the medical officer is capable or qualified.

(vi) **Application**

Made to the Chief Executive Officer at least ten (10) weeks before the expected date of birth. The application requires:

- (a) a medical certificate with the expected date of birth
- (b) the expected date leave will commence and the
- (c) expected date of the medical officer's return to work.

(vii) **Casual medical officers**

A regular casual medical officer is entitled to unpaid parental leave in accordance with the *Industrial Relations Act 1996 (NSW)*.

(viii) **Right to Request**

- (a) A medical officer entitled to parental leave may request FPNSW to allow the medical officer:
 - (A) to extend the period of simultaneous paid parental leave up to a maximum of eight (8) weeks;
 - (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve (12) months;
 - (C) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the medical officer in reconciling work and parental responsibilities.
- (b) FPNSW shall consider the request having regard to the medical officer's circumstances and, provided the request is genuinely based on the medical officer's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or FPNSW's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The medical officer's request and FPNSW's decision made under (a) and (b) must be recorded in writing.
- (d) Request to return to work part-time

Where a medical officer wishes to make a request under (a)(C), such request must be made as soon as possible but no less than four weeks prior to the date upon which the medical officer is due to return to work from parental leave.

(ix) **Communication during parental leave**

- (a) Where a medical officer is on parental leave and a definite decision has been made to introduce significant change at the workplace, FPNSW shall take reasonable steps to:
 - (A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the medical officer held before commencing parental leave; and
 - (B) provide an opportunity for the medical officer to discuss any significant effect the change will have on the status or responsibility level of the position the medical officer held before commencing parental leave.
- (b) The medical officer shall take reasonable steps to inform FPNSW about any significant matter that will affect the medical officer's decision regarding the

duration of parental leave to be taken, whether the medical officer intends to return to work and whether the medical officer intends to request to return to work on a part-time basis.

- (c) The medical officer shall also notify FPNSW of changes of address or other contact details which might affect FPNSW's capacity to comply with subclause (a).

28 LEAVE WITHOUT PAY

(i) Eligibility

- (a) All FPNSW medical officers (except casual medical officers) are eligible to apply for leave without pay, where they have completed 12 months continuous service. Leave may be granted at the discretion of FPNSW.
- (b) Leave without pay may not be available if a medical officer has accrued annual leave or long service leave.
- (c) Leave without pay will not break the continuity of service, but will not count as service for the purposes of accrual of entitlements.

(ii) Application

Leave without pay must be approved by the Chief Executive Officer, in consultation with the relevant manager.

29 LEARNING AND DEVELOPMENT

(i) Learning & Development Leave

- (a) FPNSW actively encourages the participation of all medical officers in continuing education, learning and development activities to increase their knowledge and skills relevant to their role in the organisation. The commitment of FPNSW to the continuing education, learning and development of all medical officers aims to:
 - (A) provide medical officers with the necessary skills to meet current and future job demands
 - (B) improve the quality of FPNSW services
 - (C) maintain and improve professional standards and skills
 - (D) build the capacity of FPNSW medical officers to fulfil the strategic goals of the organisation.

(b) Eligibility

A medical officer (other than a casual) is eligible for staff development leave.

Full time medical officers are allocated 5 working days per annum accruable up to two years for approved staff development activities (equivalent pro rata for part time medical officers). Medical officers will not be debited staff development leave for attendance at compulsory training for CPR, OH&S, child protection or fire training and any other designated compulsory training required.

(c) Application

Applications for staff development leave are assessed by management in consultation with the medical officer, according to FPNSW policy and procedures, on the basis of staff development plans and training record, organisational priorities, internal relativities and equity principles, abstract submissions and budget considerations.

(d) **Reimbursement of expenses**

Expenses associated with the taking of staff development leave will be reimbursed by FPNSW in accordance with FPNSW policy.

(ii) **Study Leave**

Study leave is designed to assist medical officers to undertake relevant study, which is both advantageous to the medical officer and to FPNSW.

Study leave provides an opportunity that is equally accessible to all eligible medical officers to improve their educational qualifications.

(a) **Eligibility**

All full time and part time medical officers with 12 months service are eligible for study leave. Casual and temporary medical officers are not eligible for study leave. The course must be relevant to a medical officer's work and be undertaken in an accredited educational institution.

(b) **Entitlement**

- (A) Medical officers can apply for up to four (4) hours per week paid study leave for a full time medical officer and pro rata for a part time medical officer.
- (B) The maximum leave which can be taken in any twelve (12) month period shall be calculated on the basis of four hours multiplied by the number of weeks per semester or term in the academic year for the course in which the medical officer is enrolled.

(c) **Application**

The requirements of the medical officer's position with FPNSW including the necessity to be at work on specific days or times and availability of relief staff shall be taken into account in consideration of the application.

TERMINATION OF EMPLOYMENT, REDUNDANCY AND ISSUE RESOLUTION

30 TERMINATION OF EMPLOYMENT

Except in cases of gross misconduct justifying summary dismissal, the employment of a medical officer shall be terminated by no less than two weeks' notice on either side or by the payment or forfeiture of two weeks' pay in lieu of notice.

31 SIGNIFICANT ORGANISATIONAL CHANGE

FPNSW will consult with affected medical officers on matters of significant organisational change and feedback will be sought and considered prior to a definite decision being made.

32 REDUNDANCY

- (i) Where FPNSW for any reason, including the cessation or reduction of grant funding, has made a definite decision that a position currently held by a medical officer will no longer exist, FPNSW will hold discussions with the medical officer(s) directly affected and the Federation if relevant.

(ii) **Severance pay**

- (a) A medical officer who is made redundant, in addition to the period of notice prescribed for ordinary termination shall be entitled to severance pay in respect of a continuous period of service as follows:

| Length of continuous service by medical officer | Rate of Calculation of severance payment | |
|-------------------------------------------------|------------------------------------------|--------------------------------------------|
| | If medical officer under 45 years of age | If medical officer 45 or more years of age |
| Less than 1 year | Nil | Nil |
| 1 year and more but less than 2 years | 4 weeks' pay | 5 weeks' pay |
| 2 years and more but less than 3 years | 7 weeks' pay | 8.75 weeks' pay |
| 3 years and more but less than 4 years | 10 weeks' pay | 12.5 weeks' pay |
| 4 years and more but less than 5 years | 12 weeks' pay | 15 weeks' pay |
| 5 years and more but less than 6 years | 14 weeks' pay | 17.5 weeks' pay |
| 6 years and more but less than 7 years | 16 weeks' pay | 20 weeks' pay |

- (b) For the purposes of paragraph (a) hereof, "weeks pay" means the medical officer's current ordinary time hourly rate of pay multiplied by the average of weekly hours (excluding overtime) worked over the past 52 weeks.

(iii) **Alternative Employment**

FPNSW may make application to the Commission to have a general severance pay prescription varied if the employer obtains suitable alternative employment for a medical officer .

(iv) **Incapacity to pay**

FPNSW may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's capacity to pay.

33 ISSUES RESOLUTION

(i) All parties must:

- (a) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between FPNSW and the individual; and
- (b) abide by procedures set out in this Clause to resolve any issue which might arise; and place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.

(ii) In this Clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about the interpretation, application or operation of this Agreement.

(iii) The following procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

- (a) A grievance must initially be dealt with as close to its sources as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) The medical officer is required to notify (in writing or otherwise) FPNSW as to the

substance of the grievance, request a meeting with FPNSW for bilateral discussions and state the remedy sought.

- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (e) At the conclusion of the discussion, FPNSW must provide a response to the medical officer's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (f) Whilst the procedure is being followed, normal work must continue.
- (g) The medical officer may be represented by a nominated representative who may be a Federation representative for the purpose of each step.
- (h) If the matter remains unresolved either party may then refer the matter in accordance with the provisions of the *Industrial Relations Act 1996 (NSW)* to the NSW Industrial Relations Commission for its assistance in resolving the issue.

34 FEDERATION BUSINESS

(i) Notice board

FPNSW shall provide an accessible space for Federation notices and post a copy of this Agreement for access by medical officers.

(ii) Federation Fees

Members shall be entitled to have their Federation fees deducted from their fortnightly wages if they so desire.

The amount deducted shall be the appropriate annual fee divided by 26.

(iii) Accredited organisers or sub branch delegates

Accredited organisers or sub branch delegates shall be allowed to discuss any industrial matters with management or members within working hours without loss of pay.

35 ANTI-DISCRIMINATION

- (i) It is the intention of the parties to this Agreement to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement is not directly or indirectly discriminatory in its effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides: “Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

36 CERTIFICATE OF EMPLOYMENT

Upon termination of employment for any reason whatsoever, FPNSW shall furnish the medical officer with a certificate of service in the following form:

- (a) Medical officer’s name
- (b) Period of employment, from to
- (c) Title of position
- (d) Salary scale
- (e) Nature of work

Signed:

FPNSW stamp:

Date:

37 LEAVE RESERVED

- (i) The parties have agreed to register this Agreement in the NSW Industrial Relations Commission based on legal advice sought by FPNSW which concluded that FPNSW is not a trading corporation for the purposes of the *Workplace Relations Act 1996*.
- (ii) In the event that the jurisdiction is brought into question by, for example, a decision of a Superior Court, or an increase in trading activities, the parties agree to meet and confer about the issues.

38 NO EXTRA CLAIMS

Except as otherwise provided for in this Agreement, the parties undertake not to pursue any extra claims during the term of this Agreement.

SIGNED FOR AND ON BEHALF OF FAMILY PLANNING NSW BY:

.....
Chief Executive Officer

.....
Date

.....
Witness

.....
Date

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN SALARIED MEDICAL OFFICERS' FEDERATION (NEW SOUTH WALES) BY:

.....
 Secretary Date

.....
 Witness Date

SCHEDULE A

TABLE 1 - SALARIES

| | Current | 6% 1st full pay period on or after 10 February 2007 | 4% 1st full pay period 12 months after date of signing | 4% 1st full pay period 24 months after date of signing |
|------------------------|----------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Medical Officer | | | | |
| Level 1 | 81,047 | 85,910 | 89,346 | 92,920 |
| Level 2 | 100,406 | 106,430 | 110,688 | 115,115 |
| Level 3 | 106,520 | 112,911 | 117,428 | 122,125 |
| Level 4 | 111,150 | 117,819 | 122,532 | 127,433 |

TABLE 2 - HIGHER QUALIFICATIONS ALLOWANCE

| Allowance | Current | 1st full pay period after date of signing | 1st full pay period 12 months after date of signing | 1st full pay period 24 months after date of signing |
|-----------------------|----------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Higher Qualifications | 2,991 | 3,170 | 3,297 | 3,429 |

TABLE 3 - LECTURING ALLOWANCE

| Allowance | Current | 1st full pay period after date of signing | 1st full pay period 12 months after date of signing | 1st full pay period 24 months after date of signing |
|------------------|----------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Lecturing | NA | 50.00 per hour | 50.00 per hour | 50.00 per hour |